

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 3
TO LEASE NO. GS-02B-23137

DATE
9/16/09

ADDRESS OF PREMISES:

55 West 125th Street, New York, N.Y.

THIS AGREEMENT ("Amendment" or "Agreement"), made and entered into this date by and between 55 Fee LLC

whose address is c/o CRG Management, LLC.
1350 Avenue of the Americas, 17th Floor
New York, NY 10019

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the Lease to provide for the installation of new paint and new carpet within the 14th floor demised premises of President Clinton and his staff with the work to be performed by the Lessor at a lump sum cost to the Government of \$116,337.46.

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the Lease shall be amended effective as of the date of this SLA No. 3, as follows;

- 1) The Lessor shall proceed to complete the following paint and carpet installations in accordance with Attachment No. 1 to this SLA No. 3 within ninety (90) calendar days after the execution of this SLA No. 3 by the Government.

continued

All other terms and conditions of the Lease shall remain in force and in effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR 55 Fee LLC

By: 55 Mezz LLC, Manager
By: Judy-Jane 125th Investors, LLC, Manager
By: Ross Jacobs, Assistant Vice President

(b) (6)

BY

(Signature)

AUP

(Title)

IN PRESENCE OF

(b) (6)

(Signature)

c/o CRG Management, LLC, 1350 Ave of Americas, 17th Fl.
NY, NY 10019

(Address)

UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION

By: Walter J. Moldovan

(b) (6)

B

(Signature)

Contracting Officer

(Official Title)

1

Lessor

Government

- 2) Upon the Government's acceptance of the requested paint and carpet installation as substantially complete and upon receipt of an invoice from the Lessor in proper form, the Government agrees to pay the Lessor in a one-time lump-sum payment the amount of **\$116,337.46** (which includes all overhead and profit charges) as payment in full for the items furnished and installed in accordance with Attachment No. 1 to this SLA No. 3. The Lessor shall submit an invoice directly to GSA Finance on official company letterhead and must include the following payment identification information on the invoice: **PDN: PS0015581** The address for GSA Finance is as follows: GSA Finance Division (7BCP), 819 Taylor Street, Fort Worth, Texas 76102.
- 3) The Lessor shall be required to maintain and repair all items furnished and installed as part of this SLA No. 3, as may be applicable, in accordance with the provisions of the Lease and as if such items were installed as part of the initial space alterations of the leased premises. Additionally, paint and carpet replacement will be provided by Lessor to the 14th Floor space occupied by the U.S. Secret Service under the Lease, at no cost to the Government.

2

Lessor

RT

Government

R

THE
BERN
COMPANIES
INC.

641 Lexington Avenue
New York, NY 10022
212-974-2210 • Fax 212-245-1667

765 Broad Street
Newark, NJ 07102
973-622-7444 • Fax 973-622-7755

www.tbernco.com

June 24, 2009

Mr. David Lederman
CRG Management, LLC
744 Broad Street
Newark, NJ 07102

ATTACHMENT
No. 1

Re: Office of Former President William J. Clinton
55 west 125th Street, 14th Floor, New York, NY
TBCI Proposal 092241R5

Dear Mr. Lederman:

We are pleased to submit our pricing in the amount of \$166,391.00 for furnishing all labor, material and equipment to complete the following scope of work requested at the above referenced project.

Trade Breakdown is as follows:

Material

Labor

(b) (4)

(Cont...)

3

Lessor

RT

Government

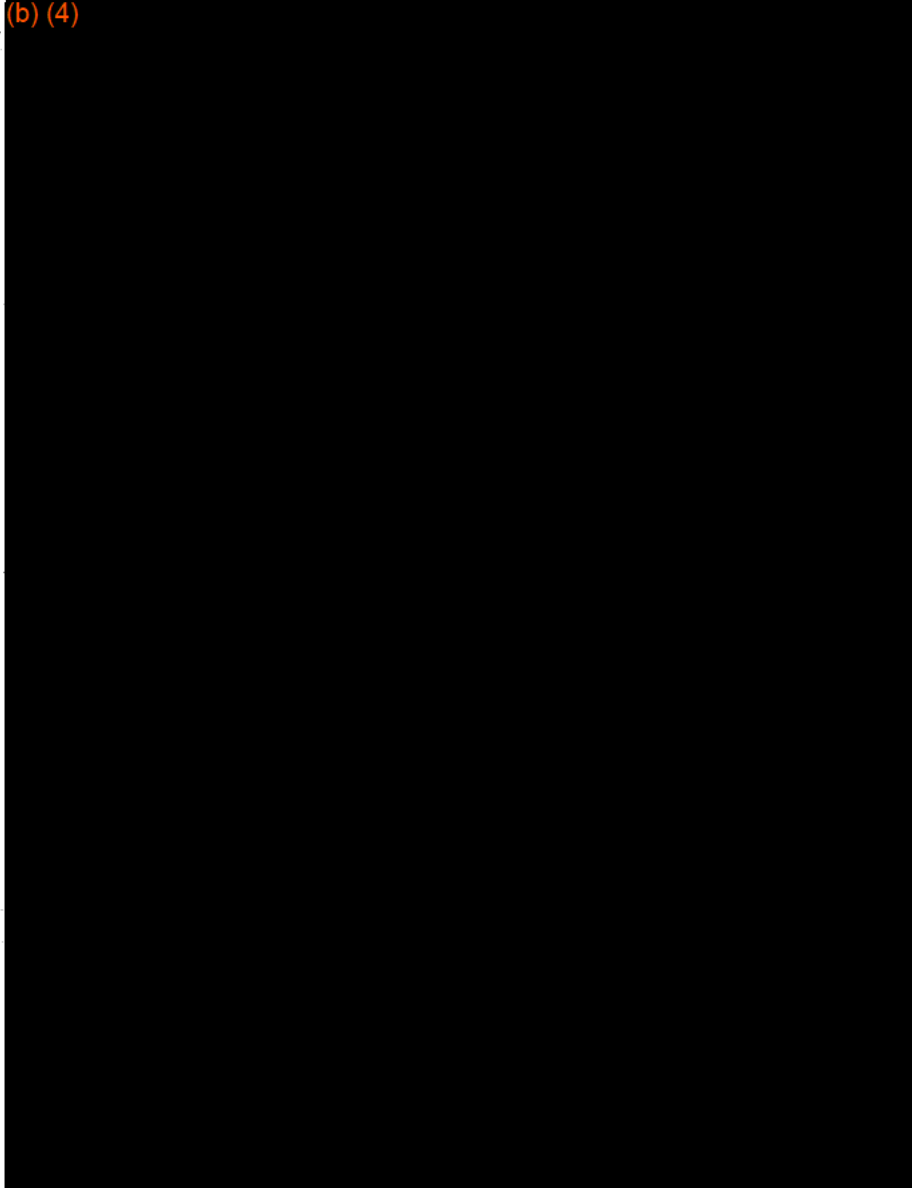
RT

June 24, 2009
Mr. David Lederman
CRG Management, LLC
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~~Wood Refinishing~~

Material Labor

(b) (4)



THE
BERN
COMPANIES
INC.

(4)

Lessor RJ

Government [Signature]

June 24, 2009

Mr. David Lederman
CRG Management, LLC
TBCI Proposal 092241R5
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Carpet/Base:

Material

Labor

(b) (4)



THE
BERN
COMPANIES
INC.

5

Lessor (RT)
Government (W)

THE
BERN
COMPANIES
INC.

(Cont...)

June 24, 2009
Mr. David Lederman
CRG Management, LLC
TBCI Proposal 092241R5
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The following items are not included:

1. Overtime

NOTE:

1. Includes \$75/sy allowance for carpet in Executive Office and \$40/sy allowance for all other areas.

Sincerely,

The Bern Companies, Inc.

(b) (6)

Brett Bern
President & CEO

LF: File

Lessor

Government